

MANAGED ACCOUNT AGREEMENT – POWER OF ATTORNEY

The undersigned hereby authorizes

as his agent and attorney in fact (the "Agent") to buy, sell (including short sales) and trade in commodity futures contracts, options on commodity future contracts, physical commodities, foreign commodity futures contracts, and options on foreign commodity futures contracts, foreign commodities, forward contracts and contracts in the unregulated foreign exchange market on margin or otherwise in accordance with R.J. O'Brien's terms and conditions for the undersigned's account and risk in the undersigned's name or number on R.J. O'Brien's books. The undersigned hereby agrees to indemnify and hold harmless from and pay R.J. O'Brien promptly on demand for any and all losses arising therefrom or debit balance due thereon in the undersigned (s) account.

In all such purchases, sales or trades R.J. O'Brien are authorized to follow the instruction of the Agent in every respect concerning the undersigned's account through R.J. O'Brien; and the Agent is authorized to act for the undersigned and in the undersigned's behalf in the same manner and with the same force and effect as the undersigned might or could do with respect to such purchases, sales, or trades as well as with respect to all other things necessary or that would be incidental to the furtherance of conduct of such purchases, sales or trades.

The undersigned hereby ratifies and confirms any and all transactions with R.J. O'Brien heretofore made by the aforesaid Agent or for the undersigned account.

All duplicate statements should be sent to

(Insert name and address of authorized individual). Should authorized individual wish to receive statements via email, please complete Request for Transmission of Electronic Customer Statements on page 21.

The authorizations and indemnities in this Managed Account Agreement – Power of Attorney are in addition to (and in no way limit or restrict) any rights which R.J. O'Brien may have under any other agreements or agreements between the undersigned and R.J. O'Brien. R.J. O'Brien shall not have any liability for following the instructions of the Agent, and the undersigned shall never attempt to hold R.J. O'Brien liable for the Agent's actions or inactions.

The undersigned represents that the Agent has provided the disclosure document to the undersigned concerning

the Agent's trading advice, including any options trading advice and the strategies to be used by the Agent, which the undersigned has read and understood, or, in the alternative, the Agent has furnished the undersigned with a signed written statement explaining the Agent's exemption form applicable registration and disclosure document requirements of the Commodity Futures Trading Commission and National Futures Association.

The undersigned understands that there are many strategies that can be used in trading options, some of which have unlimited risk of loss and could result in the undersigned sustaining a total loss of all funds in the account and the undersigned being liable for any deficit in such account resulting therefrom. The undersigned acknowledges that he has discussed with the Agent the nature and risks of the strategy to be used in connection with options to be traded for the account.

This Managed Account Agreement – Power of Attorney is also one and shall remain in force and effect until revoked by the undersigned by a written notice addressed to R.J. O'Brien and delivered to R.J. O'Brien's office at 222 South Riverside Plaza, Suite 900, Chicago, Illinois 60606; but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall inure to the benefit of R.J. O'Brien and any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of R.J. O'Brien or any successor firm.

This Managed Account Agreement - Power of Attorney does not revoke any powers of attorney previously executed by the undersigned unless the undersigned gives written notice of revocation to the agent of any previously executed power of attorney.

The undersigned has read and understands the above and agrees to all terms and conditions therein.

This document creates a limited power of attorney between the undersigned as "Principal" and the Agent. If actually executed by the Principal within the State of New York, to be valid, Section 5-1501B of the General Obligations Law of the State of New York requires that the document be signed by both the Principal and Agent and that the document contain the following notices to the Principal and Agent. (The text of the following notices to the Principal and Agent is prescribed by law and must be recited verbatim to the statute even though some portions are not applicable to powers of attorney given by individuals to their brokers or investment managers).

Continued on next page.

EXEMPT COMMODITY TRADING ADVISOR LETTER

(NOTE: If the individual or entity who is being given power of attorney is neither an immediate family member nor registered CTA/CPO, the following form is to be completed and signed.)

I/WE _____, the undersigned account controllers have discretionary trading authority over your account titled _____ (Acct.# _____).

You have not been provided with a disclosure document because I am/we are operating pursuant to an exemption from the Commodity Exchange Act.

I am/we are exempt from registering as a CTA because I/we: *(circle applicable letter)*

- A) Have provided advice to 15 or fewer persons over the past 12 months and do not hold myself (ourselves) out to the public as a CTA.
- B) Am/Are a dealer, processor, broker or seller in cash market transactions of any commodity (or product thereof) and the person's commodity trading advice is solely incidental to the conduct of its cash market business.
- C) Am/Are a non-profit, voluntary membership, trade association or farm organization and the person's commodity trading advice is solely incidental to the conduct of its business as such association or organization.
- D) Am/Are a foreign-based entity, located outside the U.S. and I/we only solicit non-U.S. citizens.

Account Controller:

X _____
Signature

Printed Name

Date

Customer Acknowledgement:

X _____
Signature

Printed Name

Date

X _____
Joint Party Signature

Printed Joint Party Name

Date